

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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In Re Application of

FEB 28 2006

William Schmidt

Group Art Unit: 2872

Serial No. 10/708,123

Examiner: Alessandro V. Amari

Filed: February 10, 2004

For: ELLIPSOID VEHICULAR MIRROR

Attorney Docket No: ML 0196 PUS

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Signature

TERMINAL DISCLAIMER

Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

MIRROR LITE COMPANY (hereinafter "Mirror Lite") having its principal place of business at 20950 Woodruff Road, Rockwood, MI 48173, in the County of Wayne and the State of Michigan, represents that it is the owner of the full (100%) and exclusive right, title, and interest in the above-identified patent application Serial No. 10/708,123 filed on February 10, 2004, for "ELLIPSOID VEHICULAR MIRROR," as evidenced by the records of the United States Patent Office. Mirror Lite also represents that it is the 100% owner of patent application Serial No. 10/908,038 which was filed on April 26, 2005.

Mirror Lite hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend

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beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer, of patent application Serial No. 10/908,038. Mirror Lite hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and any patent granted on U.S. patent application Serial No. 10/908,038 are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, Mirror Lite does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

U.S.S.N. 10/708,123

-3-

ML 0196 PUS

The undersigned is an attorney of record.

Please charge the terminal disclaimer fee of \$65.00 pursuant to 37 CFR 1.20(d) to Deposit Account No. 50-0476.

The Commissioner is authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account No. 50-0476.

Respectfully submitted,

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Date: February 28, 2006